

**STATE OF KANSAS
MASTER WESTLAW® AGREEMENT**

THIS AGREEMENT, entered into by and between the **STATE OF KANSAS**, by the Department of Administration – Division of Purchases contracting on behalf of certain State of Kansas State agencies ("Subscriber Agencies") and **WEST, a Thomson Reuters business** ("West"), regarding West's computer-assisted legal research service, Westlaw®, as follows:

1. SCOPE OF AGREEMENT

The purpose of this Agreement is to enter into a Master Westlaw Agreement setting forth the terms and conditions under which West will make Westlaw available to Subscriber Agencies.

2. WESTLAW ACCESS

2.1 Westlaw Subscriber Agreement. During the term of this Agreement, West will make Westlaw available to Subscriber Agencies upon the terms and conditions stated herein and according to the terms of the Westlaw Subscriber Agreement, and its schedules ("Subscriber Agreement") which are attached as Exhibit 1 and incorporated by reference herein. The attached Subscriber Agreement shall be effective for all Subscriber Agencies. Any new Subscriber Agency wishing to access Westlaw must submit a Subscriber Agreement and purchase order incorporating by reference this Agreement and identifying the applicable Schedule A.

2.2 Authorized Usage. Only government employees and personnel shall access Westlaw hereunder. All access shall be for purposes directly related to the work of the government.

2.3 Access Restrictions. From time to time, West may notify the State of the availability of new Westlaw features or databases and whether such features or databases will be made available to Subscriber Agencies hereunder and, if so, the terms under which they will be made available.

3. WESTLAW CHARGES

During the term of the Agreement, all Subscribing Agencies shall be billed directly for their usage at the rates set forth in the attached Plan 2A All Primary Law National Practice WestlawPRO and Plan 2B Kansas WestlawPRO Plus with KeyCite.

The attached Schedule A Price Plans: Plans 2A and 2B and other charges are subject to change by West, upon 30 days prior written or online notice, at the annual anniversary date of this Agreement. All third-party charges are subject to change at anytime on 30 days written prior notice in writing or online.

4. ABILITY TO NEGOTIATE SPECIAL OFFERS

West recognizes the unique content offered in our proposal may not meet the extraordinary content needs of all Kansas state agencies. Therefore, West reserves the right under this contract to offer Kansas state agencies a Westlaw plan for unlimited usage of Westlaw at a fixed monthly rate for defined content that may better meet the extraordinary content needs of agency users. The Kansas Director of Purchasing shall determine whether a particular Kansas state agency has extraordinary content needs that may not be met by the content offerings under the statewide contract.

5. INITIAL PRINT PURCHASE DISCOUNT

A 10% discount is available on the initial purchase price of West print products if purchased via Subscriber's local West field sales representative during the Term.

6. **CONFIDENTIALITY.**

During the term of this Agreement and thereafter, except as specifically provided herein and/or to the extent reasonably necessary to perform its obligations or exercise its rights hereunder, neither party shall provide or disclose to any third party, unless properly directed or ordered to do so by public authority or otherwise required to do so by law, any information or matter that (i) constitutes or concerns the terms and conditions of this Agreement, or (ii) regards any dealings or negotiations between the parties relating to this Agreement. If either party is directed or ordered to provide or disclose any information or matter by public authority or otherwise required to do so by law, such party shall promptly notify the party whose information is being provided or disclosed.

7. **STATE OF KANSAS – DEPARTMENT OF ADMINISTRATION**

DA146a is incorporated by reference into this Agreement.

8. **TERM AND TERMINATION**

This Agreement, which is subject to approval and execution by West in St. Paul, Minnesota, shall become effective June 1, 2009, and shall remain in force through May 31, 2012.

9. **NOTICES**

All notices, consents, approvals and the like required to be given hereunder shall be given in writing to the State, or such other address as the State may designate and to West at 610 Opperman Drive, P.O. Box 64526, St. Paul, Minnesota, 55164-0526; Attention: Customer Service, or such other address(s) as West may designate. Notice shall be deemed given upon such delivery of when so mailed, respectively.

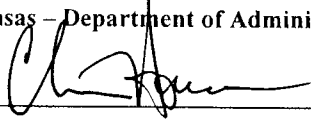
10. **CANCELLATION**

The State of Kansas reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of West to comply with terms, conditions and specifications of this Agreement.

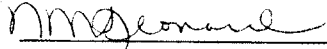
11. **HEADINGS AND CAPTIONS**

IN WITNESS WHEREOF, the parties have executed this Agreement by their authorized representatives.

State of Kansas – Department of Administration – Division of Purchases

By 
Title DIRECTOR OF PURCHASES
Date 4/27/09

West, a Thomson Reuters business

By 
Title Sr. Financial Analyst
Date 22 April 2009

Available only to Kansas state agencies eligible to participate under the Master Service Agreement between State of Kansas – Department of Administration – Office of Chief Counsel and West. The rates set forth hereunder are available only to Subscriber Agencies accessing Westlaw for government purposes.

1. The agencies accessing Westlaw under Plan 2A shall be billed the following rates ("Monthly Fixed Rate") for content listed in paragraph 2:

Number of Option 2A Users	Monthly Charge Per User		
	6/1/2009- 5/31/2010	6/1/2010- 5/31/2011	6/1/2011- 5/31/2012
1-50	\$75	\$75	\$77
51-100	\$68	\$68	\$70
101-150	\$61	\$61	\$63
151-200	\$55	\$55	\$57
201-250	\$49	\$49	\$50
251-300	\$44	\$44	\$45
301-350	\$40	\$40	\$41
351-400	\$36	\$36	\$37
401-500	\$32	\$32	\$33
501-600	\$30	\$30	\$31
601 +	\$29	\$29	\$30

2. Except as provided in Section 3, the following databases, features and services shall be included in the Monthly Fixed Rate ("Included Charges"):

All Primary Law National Practice WestlawPRO Library Databases

3. All other Westlaw Charges shall not be included in the Monthly Guarantee and shall be billed to Subscriber at then-current Schedule A Plan 2P rates ("Excluded Charges"). The Monthly Subscription Charges shall be waived. West may, at its option, make certain databases Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Amendment.

4. Analytical Libraries

The following Analytical Libraries may be added to the Kansas Master Service Agreement Option 2A Monthly Fixed Rate (all Westlaw passwords issued to an account must maintain identical library subscription):

If any account elects to request access to an Analytical Library or Libraries, such access must be given to all Westlaw passwords issued to the account and the associated charges will be billed to the account accordingly. Sharing of Westlaw passwords between or among Subscriber's personnel is **STRICTLY PROHIBITED**. West reserves the right to monitor the passwords issued to an agency.

Analytical Library	Per User Per Month
50 State Survey Statutes (40417490)	\$12
50 State Survey Regs (40536842)	\$12
50 State Combo (40536974)	\$20
All American Jurisprudence (40338435)	\$15
ALR and All Amjur (40035396)	\$25
ALR, All Amjur & CJS (40266342)	\$30
All Analytical (40028021)	\$20
All Briefs (40241127)	\$40
All Forms (40642182)	\$20
All Legislative History (40319973)	\$40
ALR (30015034)	\$13
Amjur 2d only (40027860)	\$10
Bankruptcy Premier (40307598)	\$40
BriefTools (40590474)	\$10
CJS (40157519)	\$10
Criminal Litigation Specialist (40529999)	\$14
Criminal Records (40199546)	\$10
Couch on Insurance (40043391)	\$9
Employment Library (40028034)	\$20
Expert Testimony (40543237)	\$45
Health Care Analytical (40049541)	\$12
KS Briefs (40394208)	\$15
KS Briefs+ (40485894)	\$20
KS Construction Practitioner Core (40574164)	\$14
KS Eforms+ (40467247)	\$10
KS Legislative History (40368666)	\$15
KS PMM+ (40467269)	\$15
Law Reviews & Journals (30302837)	\$9
Medical Litigator Core (40547606)	\$15
Municipal Practitioner Core (40527728)	\$20
Newsroom (30015029)	\$10
Public Records (30015036)	\$40
Public Utility Reports (40028040)	\$23
RegulationsPlus (40455011)	\$12
Restatements (30304936)	\$9

Analytical Library	Per User Per Month
ResultsPlus (40552574)	\$35
StateNet (40027857)	\$13
Tax Platinum (40195984)	\$40
Williston (40551745)	\$10

5. Each Westlaw user, including each Westlaw user that receives Westlaw training, must purchase and be assigned his/her own password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber Agency's personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the Subscriber Agency and charge the Subscriber Agency for such additional passwords, if West learns that a Westlaw password has been used by a person other than the person to whom the password has been issued. In the event a Subscribing Agency changes from a Plan 2 pricing arrangement to this pricing arrangement, the Subscribing Agency must purchase, at a minimum, the average number of Westlaw passwords the Subscribing Agency maintained under the Plan 2 pricing arrangement during the 12 months period prior to the conversion to this pricing arrangement.
6. The Monthly Fixed Rate will not be prorated. Requests for new passwords that are processed by West by the last day of a month will be billed the entire Monthly Fixed Rate for each password request during such month.
7. At the point of the initial order by Subscriber, Subscriber shall have a one (1) time option to elect one (1) of the following Analytical Libraries to be included in the Monthly Fixed Rate, at no additional charge:

ALR Library Databases (30015034)
Am Jur 2d Databases (excluding Forms, Trials, Proof of Facts and Pleadings
& Practice) (40027860)
Corpus Juris Secundum (40157519)

Available only to Kansas state agencies eligible to participate under the Master Service Agreement between State of Kansas – Department of Administration – Office of Chief Counsel and West. The rates set forth hereunder are available only to Subscriber Agencies accessing Westlaw for government purposes.

1. The agencies accessing Westlaw under Plan 2B shall be billed the following rates ("Monthly Fixed Rate") for content listed in paragraph 2:

Number of Option 2B Users	Monthly Charge Per User		
	6/1/2009- 5/31/2010	6/1/2010- 5/31/2011	6/1/2011- 5/31/2012
1-50	\$32	\$32	\$33
51-100	\$30	\$30	\$31
101-150	\$29	\$29	\$30
151-200	\$27	\$27	\$28
201-250	\$26	\$26	\$27
251-300	\$25	\$25	\$26
301-350	\$24	\$24	\$25
351-400	\$22	\$22	\$23
401-500	\$21	\$21	\$22
501-600	\$20	\$20	\$21
601 +	\$19	\$19	\$20

2. Except as provided in Section 3, the following databases, features and services shall be included in the Monthly Fixed Rate ("Included Charges"):

Kansas WestlawPRO Plus with KeyCite All Library Databases

3. All other Westlaw Charges shall not be included in the Monthly Guarantee and shall be billed to Subscriber at then-current Schedule A Plan 2P rates ("Excluded Charges"). The Monthly Subscription Charges shall be waived. West may, at its option, make certain databases Features and services Excluded Charges if West is contractually bound or otherwise required to do so by a Contributor of Data or if the databases, Features or services are enhanced or released after the effective date of this Amendment.

4. Analytical Libraries

The following Analytical Libraries may be added to the Kansas Master Service Agreement Option 2B Monthly Fixed Rate (all Westlaw passwords issued to an account must maintain identical library subscription):

Analytical Library	Per User Per Month
50 State Survey Statutes (40417490)	\$12
50 State Survey Regs (40536842)	\$12
50 State Combo (40536974)	\$20
All American Jurisprudence (40338435)	\$15
ALR and All Amjur (40035396)	\$25
ALR, All Amjur & CJS (40266342)	\$30
All Analytical (40028021)	\$20
All Briefs (40241127)	\$40
All Forms (40642182)	\$20
All Legislative History (40319973)	\$40
ALR (30015034)	\$13
Amjur 2d only (40027860)	\$10
Bankruptcy Premier (40307598)	\$40
BriefTools (40590474)	\$10
CJS (40157519)	\$10
Criminal Litigation Specialist (40529999)	\$14
Criminal Records (40199546)	\$10
Couch on Insurance (40043391)	\$9
Employment Library (40028034)	\$20
Expert Testimony (40543237)	\$45
Health Care Analytical (40049541)	\$12
KS Briefs (40394208)	\$15
KS Briefs+ (40485894)	\$20
KS Construction Practitioner Core (40574164)	\$14
KS Eforms+ (40467247)	\$10
KS Legislative History (40368666)	\$15
KS PMM+ (40467269)	\$15
Law Reviews & Journals (30302837)	\$9
Medical Litigator Core (40547606)	\$15
Municipal Practitioner Core (40527728)	\$20
Newsroom (30015029)	\$10
Public Records (30015036)	\$40
Public Utility Reports (40028040)	\$23
RegulationsPlus (40455011)	\$12
Restatements (30304936)	\$9
ResultsPlus (40552574)	\$35
StateNet (40027857)	\$13
Tax Platinum (40195984)	\$40
Williston (40551745)	\$10

If any account elects to request access to an Analytical Library or Libraries, such access must be given to all Westlaw passwords issued to the account and the associated charges will be

billed to the account accordingly. Sharing of Westlaw passwords between or among Subscriber's personnel is STRICTLY PROHIBITED. West reserves the right to monitor the passwords issued to an agency.

5. Each Westlaw user, including each Westlaw user that receives Westlaw training, must purchase and be assigned his/her own password. Westlaw passwords may only be used by the person to whom the password is issued. Sharing of Westlaw passwords between or among Subscriber Agency's personnel is STRICTLY PROHIBITED. West reserves the right to issue additional passwords to the Subscriber Agency and charge the Subscriber Agency for such additional passwords, if West learns that a Westlaw password has been used by a person other than the person to whom the password has been issued. In the event a Subscribing Agency changes from a Plan 2 pricing arrangement to this pricing arrangement, the Subscribing Agency must purchase, at a minimum, the average number of Westlaw passwords the Subscribing Agency maintained under the Plan 2 pricing arrangement during the 12 months period prior to the conversion to this pricing arrangement.
6. The Monthly Fixed Rate will not be prorated. Requests for new passwords that are processed by West by the last day of a month will be billed the entire Monthly Fixed Rate for each password request during such month.
7. At the point of the initial order by Subscriber, Subscriber shall have a one (1) time option to elect one (1) of the following Analytical Libraries to be included in the Monthly Fixed Rate, at no additional charge:

ALR Library Databases (30015034)
Am Jur 2d Databases (excluding Forms, Trials, Proof of Facts and Pleadings
& Practice) (40027860)
Corpus Juris Secundum (40157519)
Law Reviews and Journals (30302837)